

SETTLEMENT AGREEMENT AND RELEASE

Luis Rivera Marquez (hereinafter "Releasor") for and in consideration of the sum of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) do hereby remise, release and forever discharge Lancaster County, Vincent Guarini, individually and in his official capacity as Warden of the Lancaster County Prison, Lance Seibert, individually and in his official capacity as Deputy Warden of the Lancaster County Prison, Robert Bodnar, individually and in his official capacity as Associate Warden for the Lancaster County Prison, Edward Klinovski, individually and in his official capacity as Major for the Lancaster County Prison, Raymond Henley, individually and in his official capacity as Lieutenant for the Lancaster County Prison, James Wolfe, individually and in his official capacity as Sergeant for the Lancaster County Prison and Corrections Officer Paxton, individually and in his official capacity as Corrections Officer for the Lancaster County Prison and James Hinkson, St. Paul Fire and Marine Insurance Company and the Travelers Indemnity Company and their Property Casualty Affiliates and Subsidiaries, ("Released Parties") and any other person, partnership, firm, insurer, corporation, predecessor corporation, successor corporation, related entity and any other entity charged or chargeable with responsibility or liability and their assigns, successors, heirs, insurers, executors and administrators, attorneys and agents, of and from all, and all manner of, liability, actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands, known or unknown, whatsoever in law or equity, arising out of events which occurred on or about October 30, 2006, and for which the Releasor asserted claims which are more fully set forth in a Civil Action filed in the United States District Court for the Eastern District of Pennsylvania, Civil Action NO. 08-CV-085152 which against the said Released Parties and any other person, partnership, firm, corporation or other entity charged or chargeable with responsibility or liability that the Releasor and his assigns, successors, heirs, executors and administrators ever had, now have or which their heirs, executors, administrators, insurers, successors or assigns or any of them, hereinafter can, shall or may have.

Lancaster County, Vincent Guarini, Lance Seibert, Robert Bodnar, Edward Klinovski, Raymond Henley, James Wolfe, and Corrections Officer Paxton, St. Paul Fire and Marine Insurance Company and the Travelers Indemnity Company and their Property Casualty Affiliates and Subsidiaries will contribute Twenty Thousand Dollars (\$20,000.00) towards the settlement. James Hinkson shall pay Twenty-Five Thousand Dollars (\$25,000.00) towards the settlement as memorialized in a separate Settlement Agreement. Lancaster County, Vincent Guarini, Lance Seibert, Robert Bodnar, Edward Klinovski, Raymond Henley, James Wolfe, and Corrections Officer Paxton, St. Paul Fire and Marine Insurance Company and the Travelers Indemnity Company and their Property Casualty Affiliates and Subsidiaries shall not be responsible for paying any part of James Hinkson's portion of the settlement. Should James Hinkson default on payment of his portion of the settlement, Releasor, Luis Rivera Marquez agrees that he shall have no right to seek additional payment beyond Twenty-Thousand Dollars (\$20,000.00) from Lancaster County, Vincent Guarini, Lance Seibert, Robert Bodnar, Edward Klinovski, Raymond Henley, James Wolfe, and Corrections Officer Paxton, St. Paul Fire and Marine Insurance Company and the Travelers Indemnity Company and their Property Casualty Affiliates and Subsidiaries.

It is expressly understood and agreed that this Release is intended to cover, and does cover not only all now known injuries, losses, damages, but any further injuries, losses and damages which arise from, or are related to, the occurrence set forth in the Civil Action noted above. No promise or inducement which is not herein expressed has been made to me and in executing this General Release, I do not rely upon any statement or representation made by any person, firm or corporation hereby released or any agent or other person representing us or any of them concerning the nature, extent or duration of said damages or losses or the legal liability therefore.

EXHIBIT

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It is further understood, and agreed, that this is the complete Release, and that there are no written or oral understandings, or agreements, directly or indirectly connected with this document that are not incorporated herein except for the separate Settlement Agreement entered into by Plaintiff Luis Rivera Marquez and Defendant James Hinkson. This Release shall be binding upon, and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the respective parties hereto.

It is further understood and agreed that this is a settlement in compromise of a doubtful and disputed claim and that the payment of the consideration described above is not to be considered as an admission of liability by Defendants Lancaster County, Vincent Guarini, Lance Seibert, Robert Bodnar, Edward Klinovski, Raymond Henley, James Wolfe, and Corrections Officer Paxton, St. Paul Fire and Marine Insurance Company and the Travelers Indemnity Company and any such liability is hereby specifically denied by Lancaster County, Vincent Guarini, Lance Seibert, Robert Bodnar, Edward Klinovski, Raymond Henley, James Wolfe, and Corrections Officer Paxton, St. Paul Fire and Marine Insurance Company and the Travelers Indemnity Company.

The Releasor does further warrant that he has read this document and has consulted counsel of his own selection, concerning this settlement, and accepts it, believing its terms to be fair and reasonable under all of the circumstances.

AND FURTHER, Releasor does hereby agree, understand, and declare, without any reservations whatsoever, that he will satisfy any and all liens from the settlement proceeds herein, including but not limited to liens asserted by Medicare, the Department of Public Welfare, Lancaster County, the State of Pennsylvania and any other similar agencies and/or health care organizations and/or governments. Releasor agrees to indemnify and hold harmless the Released Parties listed above for any and all claims brought by any party asserting any lien on the settlement proceeds herein.

The Releasor represents and warrants to the Released Parties and St. Paul Fire and Marine Insurance Company and the Travelers Indemnity Company and their Property Casualty Affiliates and Subsidiaries that the Releasor has disclosed all information concerning payments made on behalf of the Releasor by Medicare that are related to the claim being released, and they have disclosed all information concerning any Medicare liens related to the claim being released.

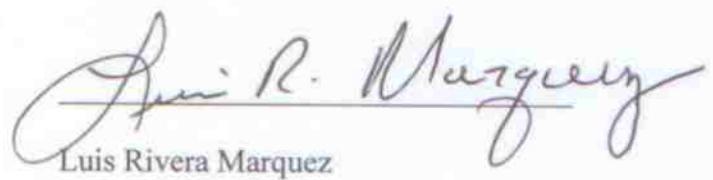
In the event that an undisclosed Medicare lien does exist, or in the event that Medicare asserts a lien after this Release is signed, the Releasor agrees to indemnify and hold harmless the Released Parties including St. Paul Fire and Marine Insurance Company and the Travelers Indemnity Company and their Property Casualty Affiliates and Subsidiaries, its affiliates, employees, directors, and officers against any and all damages, actions, claims, or demands arising out of such Medicare lien.

The parties hereto declare and represent that they have read this document and intend to be bound hereby. I, **Releasor**, state that I have made this compromise settlement after consultation with and advice from Kevin Allen, ESQUIRE, my attorney, who has explained to me the nature and extent of my legal rights and the effect of this General Release. I further represent that I am solely responsible for paying my own attorneys' fees, costs and expenses.

This document may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

This document shall be governed and construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th
day of July, in the year Two Thousand Nine.


Luis Rivera Marquez

Witness: K. C. Ah